



Barking Riverside Limited  
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Company No: 05055132  
Registered Office: 29-35 West Ham Lane,  
Stratford, London, E15 4PH

11 December 2023

Dear Resident,

## **Tender of the Estate Management Contract at Barking Riverside**

You may remember that Barking Riverside Limited (BRL) wrote to you on the 4 June 2023 to highlight the launch of a tender process for a new Estate Management Contract and the consultation that was a part of this process. As this new contract could be offered for a term of up to 5 years, there is an obligation on BRL to keep all residents at Barking Riverside informed of this process.

As a reminder, the contract for the Estate Management of Barking Riverside includes the management and maintenance of the public areas such as parks, roads and waterways, but does not include the block management of residential areas. Estate Management services are presently provided by Tandem, the current Estate Managing Agent.

This letter and Notice are the second part of that consultation process, which provides a further update to residents on the submissions received as part of the tender process. The letter and Notice contain the companies that have been taken through to the next round, and also what the next steps are.

These communications also provide residents with information on how they can review the submissions of the two companies that have been shortlisted to the final round.

Once the submissions have been read, residents can submit any comments or questions they may have on this to the BRL team. Once the review period has closed (which is Friday 19 January 2024) a member of the team will respond to any comments submitted.

You will notice that Tandem are not part of the next stage. This is because Tandem have decided to withdraw from the tender process. Tandem have reiterated a strong



commitment to Barking Riverside and will continue to be BRL's valued Estate Management partner until the contract terminates in July 2024.

BRL would like to thank Tandem for its services to date and the continued support that will be provided until the end of the contract.

If you have any queries regarding the contents of this letter, the Estate Management Contract process, or how to submit any comments on the submissions received, please contact Sarah Phillips, Head of Estates at BRL, on [info@barkingriverside.london](mailto:info@barkingriverside.london).

Yours sincerely

A handwritten signature in black ink, appearing to be "M. Carpen". The signature is fluid and cursive, written over a light blue horizontal line.

Matthew Carpen  
Managing Director  
**Barking Riverside Limited**

*Should you require this document in large print, brail or another language, please contact us at [info@barkingriverside.london](mailto:info@barkingriverside.london).*



### **The Second Notice**

*As referenced on page 1 of the above letter, the information contained below is the Notice – which is the information that BRL is legally obliged to provide to all leaseholders and freeholders regarding the new Estate Management Contract.*

*The information provided below is written in language that satisfies specific legal requirements, which necessitates the use of technical language. BRL recognises that this might not be accessible to all residents. The letter above has been drafted by BRL to simply explain what the Notice contains and what information it provides. However, if there is anything the you wish to clarify further, or there is information below that you would like to double check with someone, please contact Sarah Phillips on [info@barkingriverside.london](mailto:info@barkingriverside.london)*

### **Notice of Landlord's Proposals to enter into a qualifying long-term agreement pursuant to: Section 20 of the Landlord and Tenant Act 1985 (as amended by s.151 Commonhold and Leasehold Reform Act 2002) and The Service Charges (Consultation Requirements) (England) Regulations 2003 SI 2003/1987**

This notice is provided to all residential leaseholders of homes at Barking Riverside as follows:

1. This notice is given by Barking Riverside Limited (“BRL”), the freehold owner of Barking Riverside estate being either your direct landlord or superior landlord of the Building.
2. This notice follows the notice of intention to enter into a long-term agreement issued by BRL on **4 June 2023**. The consultation period in respect of the notice of intention ended on **24 July 2023**.
3. We have now prepared **two** proposals in respect of the services to be provided under the agreement based on the estimates received, and copies of the proposals may be inspected at the Barking Riverside Limited Project Office, Project Road, Barking, IG11 0YP between Monday and Friday (excluding bank holidays) between the hours of 09:00 to 17:00 from the date of this notice until 19 January 2024 and photocopying facilities will be available free of charge (see Notes 1 and 2 below).
4. Please see below a summary of the proposals received from two (2) possible estate managing agents in response to the tender. The proposals are based on an appointment of up to a five-year term contract.



Estate managing agent	Encore	Rendall & Rittner
<b>Management fee breakdown years 1-5</b>		
Outline Scope: <ul style="list-style-type: none"> <li>• Professional services</li> <li>• Management Strategy Advice</li> <li>• Leasing support</li> <li>• Completion and Handover support</li> <li>• Insurance provision and management</li> <li>• General estate management</li> <li>• Facilities Management</li> <li>• Utilities Management</li> <li>• Estate Staff provision and management</li> <li>• Repairs and Maintenance Services</li> <li>• Health &amp; Safety Compliance</li> <li>• Community and Occupier liaison and Customer Service</li> <li>• Legal and Financial Management</li> </ul>	<b>£136,240.00 total annual fee at commencement</b>	<b>£209,369.44 total commencement annual fee at commencement</b>
Sub-Total (per annum)	£136,240.00	£209,369.44
VAT @ 20% (per annum)	£27,248.00	£45,873.88
Total (per annum)	£163,488.00	£255,243.32
<b>Total for 5 Year Contract (excluding inflation)</b>	<b>£817,440.00</b>	<b>£1,276,216.60</b>

Please note the following:

- **The above annual costs are based on a rate per unit of £65.00 for Encore and a rate per unit of £99.89 for Rendall & Rittner.**
- **The above costs are subject to annual index linked increases.**
- **The above costs are subject to any change in relation to TUPE requirements.**

5. We invite you to make written observations in relation to the proposals by sending them to Sarah Phillips at Barking Riverside Limited, Project Office, Project Road, Barking, Essex IG11 0YP or [info@barkingriverside.london](mailto:info@barkingriverside.london) within the relevant consultation period. When writing please state your full name and the address of your property.



6. Observations must be made within the relevant consultation period of 30 days beginning on the date of receipt of this notice, and the consultation period will end on **Friday 19 January 2024** (see Note 3 below).

7. We received within the consultation period two written observations in relation to the notice of intention given on 4 June 2023 (see Note 4 below). A summary of these observations and BRL's response to them is as follows:

7.1 A request was made for Meadfleet Limited to be included in the list of suppliers that were engaged with for the tender process. Meadfleet were contacted and confirmed they would like to be considered. As per the process, Meadfleet were provided with the Pre-Qualifying Questionnaire to complete and upon review of the information provided, decided not to submit a response to the Pre-Qualifying Questionnaire. Meadfleet prefer to follow a different legal model set up to that which Barking Riverside has in place.

There were also some general estate management issues raised during this request which did not relate to the tender directly.

7.2 A query was raised over the length of the proposed new contract and the monitoring of that performance during the contract period together with a suggestion that a break provision be included.

Clarification was provided by BRL to confirm that Key Performance Indicators (KPIs) would be included within the appointment to ensure performance of the services being requested. This mechanism provides BRL with the option to terminate the agreement should the managing agent not be performing to the desired standard as set out in the KPIs.

A handwritten signature in black ink, appearing to read "Matthew Carpen".

Matthew Carpen  
Managing Director  
**Barking Riverside Limited**

Address: ALL communications to be addressed to: Barking Riverside Limited, **Project Office (for the attention of Sarah Phillips), Project Road, Barking, Essex IG11 0YP or [info@barkingriverside.london](mailto:info@barkingriverside.london)**.

Date: **Monday 11 December – Date of issue**



## Notes

1. The landlord is required to prepare at least two proposals in respect of the matters described in a notice of intention. These need not relate to the two lowest estimates. At least one of the proposals must propose that goods or services are provided, or works are carried out, by a person wholly unconnected with the landlord. Where an estimate has been obtained from a person nominated by leaseholders, the landlord must prepare a proposal based on that estimate. Each proposal must contain a statement of the intended duration of the agreement and the party's name and address must be included on the proposal, as well as any connection between the party and the landlord (apart from the proposed agreement). Each proposal should state the estimated contribution relevant to the tenant's unit of occupation. If it is not reasonably practical to provide that information, the landlord may provide the overall cost estimated under the agreement or a unit cost or a daily or hourly rate. Where the agreement comprises of or includes the proposed appointment of an agent to carry out the landlord's management obligations to the tenants each proposal shall contain a statement saying whether or not the person is a member of a professional body or trade association (including the name of the body or association), and whether they do/do not subscribe to any code of practice or voluntary accreditation scheme relevant to the functions of managing agents. Each proposal shall also contain details of the provisions (if any) to vary the amount specified in, or to be determined under the proposed agreement as well as the duration of the agreement.
2. Where a notice specifies a place and hours for inspection:
  - i. the place and hours so specified must be reasonable; and
  - i. copies of the proposals must be available for inspection, free of charge, at that place and during those hours. If facilities to enable copies to be taken are not made available at the times at which the proposals may be inspected, the landlord shall provide to any leaseholder, on request and free of charge, a copy of the proposals.
3. The landlord has a duty to have regard to written observations made within the consultation period by any leaseholder or recognised tenants' association. 'Recognised tenants' association' is defined by Section 29 of the 1985 Act.
4. Where a landlord has received written observations within a consultation period in relation to a notice of intention to enter into a long-term agreement, they are required to summarise the observations and respond to them.